

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2018 - 87**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING  
THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SOLANO  
TRANSPORTATION AUTHORITY FOR SOLANO COMMUNITY COLLEGE  
TRANSPORTATION PILOT PROGRAM AND MOBILE FARE TECHNOLOGY**

**WHEREAS**, Solano Community College has adopted a transportation fee program to generate revenues to offset student transportation costs; and

**WHEREAS**, the Solano Transportation Authority is the pass-through agency for those fee revenues, and has initiated a pilot project to administer a universal student fare on a mobile phone application for the 2018-2019 school year; and

**WHEREAS**, the City is eligible to receive a share of the student transportation fee revenues in exchange for acceptance of the universal student fare on the mobile phone application; and

**WHEREAS**, the City and the Solano Transportation Authority will monitor and review the effectiveness of the mobile fare payment system, and may amend the use of the mobile application in the future; and

**WHEREAS**, the City has identified Local Transportation Funds to fund the City's share of costs associated with the implementation and maintenance of the mobile fare application.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute the agreement to implement the Solano Community College Transportation Pilot Program and any associated amendments to this agreement as needed to operate and maintain the mobile application for fares.

Section 2. The Director of Public Works is hereby authorized to do all things necessary and proper to implement the Agreement.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of May, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Harry T. Price  
MAYOR

ATTEST:

pw  
CITY CLERK  
pw



**AGREEMENT BETWEEN  
THE SOLANO TRANSPORTATION AUTHORITY  
AND CITY OF FAIRFIELD  
FOR THE IMPLEMENTATION OF  
THE SOLANO COMMUNITY COLLEGE TRANSPORTATION  
PILOT PROGRAM**

**THIS AGREEMENT ("AGREEMENT")** is entered into on the date last written below between the SOLANO TRANSPORTATION AUTHORITY ("STA"), a joint powers authority consisting of the cities of BENICIA, DIXON, FAIRFIELD, RIO VISTA, SUISUN CITY, VACAVILLE, VALLEJO, and SOLANO COUNTY, and CITY OF VACAVILLE ("Vacaville"). Unless specifically identified, the public agencies may be commonly referred to individually as "Party" or collectively as "Parties," as the context may require.

**RECITALS**

**WHEREAS**, Solano Community College ("SCC") is a community college district serving its students at its main Fairfield campus and its three satellite campuses in Vacaville, Vallejo, and Travis Air Force Base; and

**WHEREAS**, SCC's student body has adopted a transportation fee to provide reduced fare access for registered students at all of its campuses; and

**WHEREAS**, the City of Fairfield, the City of Vacaville, and Solano County Transit ("SolTrans"), (collectively referred to as "Transit Providers") provide public transit services for the benefit of the citizens of their respective service boundaries which include service to SCC's campuses; and

**WHEREAS**, the Parties share a desire to improve access to public transportation services for SCC students with the use of the student transportation fee; and

**WHEREAS**, the Parties desire to facilitate a student reduced fare program subsidized by the student transportation fee; and

**WHEREAS**, the three Transit Providers and STA are working together on a smartphone application that is currently in development with an anticipated completion date of March 31, 2018 subject to system testing and validation; and

**WHEREAS**, the Parties desire to establish a pilot program to provide free rides initially and subsequently, once the smartphone application is implemented, subsidized rides to Solano College students who board with a current and valid Solano Community College student registration identification card for rides originating and ending within Solano County.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, the Parties agree as follows:

### **Part I**

#### **Roles and Responsibilities of the Parties**

##### **A. STA Roles and Responsibilities**

1. STA will receive the fees that SCC collects each semester and shall distribute 43% of the actual collected fees to Fairfield, less a one-time deduction from Fairfield's share in the amount of \$14,667 as Fairfield's share of the initial mobile application startup costs. STA's disbursement to Fairfield is \$53,378 for the 2017-18 school year.
2. STA will work with Fairfield to identify the appropriate cost for the subsidized fare to recuperate any operational losses.
3. In the event that the mobile application does not go forward, STA will distribute Fairfield's share of the SCC student fee being deducted to cover the cost of the mobile application startup, \$14,667, to Fairfield.
4. STA shall work with Fairfield to provide SCC a ridership report of transit ridership for each semester as this program continues.
5. STA will work with Fairfield to develop a marketing strategy to encourage students' use of the transportation system which will include (but not be limited to): STA taking the lead in contracting with a mutually-selected vendor to develop a mobile fare application; STA taking the lead in developing a joint campaign to advertise the SCC student fare and the mobile application,

##### **B. Fairfield's Responsibilities**

1. In exchange for receiving 43% of the SCC Transportation Fee collected each semester, Fairfield agrees to provide a reduced student fare product for SCC student users who pay the transit fee in their registration and choose to pay the semester user fee which would provide the SCC student with:
  - i. Unlimited usage on FAST and FAST-operated SolanoExpress routes within Solano County.
  - ii. Ability to access the student fare using the mobile application once developed by STA.
2. Fairfield will be responsible for any costs incurred related to specific changes (e.g., fare changes/logo/etc.) requested by Fairfield in the development of the mobile fare application.

##### **C. Mutual Roles and Responsibilities**

1. Beginning with the Spring 2018 semester, the Student Fee collected will be \$100. The student fare will be sold at a 50% subsidized rate to the students via the mobile

application when it is available. This may adjust upon review by the Transit Providers on a semi-annual basis. During the Spring 2018 semester and prior to the implementation of the mobile application, Fairfield will provide rides at no costs via FAST local service or Solano Express service within Solano County operated by FAST to SCC students with a valid SCC student ID for the Spring 2018 semester.

2. The Parties shall work cooperatively in efforts toward seeking grants that may be needed in the future to extend the pilot or any additional services to support the SCC Transportation Fee Program.
3. The Parties will implement media and public outreach elements such as framed messages and flyers that will be developed by the STA, in consultation with Fairfield, and SCC to promote the new semester fare.

STA and Fairfield will develop a separate agreement for the funding split for a turnkey mobile application to be used as part of the SCC Transit Pilot Program. Costs for the annual maintenance of the program will be later divided based on a negotiated formula to be developed and agreed upon by the participating Parties (STA, Fairfield, SolTrans, and Vacaville).

## **Part II**

### **General Terms and Conditions**

#### **A. Term of Agreement**

1. This Agreement is initially for the 2018 Spring semester and the 2018-2019 school year and may be extended upon written approval of SCC continuing the Transportation Fee Program the following year and beyond. This Agreement will automatically terminate at such time when SCC terminates the Transportation Fee Program unless otherwise agreed to in writing by the Parties.
2. Fairfield may terminate its participation, without cause, by giving STA advance written notice a minimum of 60 days prior to the end of a SCC semester.

#### **B. Indemnification**

Each Party shall indemnify, defend, protect, hold harmless, and release the other Party, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs, or expenses (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying Party in the performance of its obligations under this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### **C. No Waiver**

The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

#### **D. Assignability**

No Party to this Agreement shall assign or transfer any interest herein nor the performance of any duties or obligations hereunder, without the prior written consent of the other Parties, and any attempt by a Party to so assign or transfer this Agreement or any rights, duties or obligations arising here under shall be void and of no effect.

#### **E. Governing Law and Venue**

The construction and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of California with venue residing in Solano County.

#### **F. Force Majeure**

No Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of god, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Party.

#### **G. Notices**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that a Party desires to give to the other Parties shall be addressed to the other Parties at the addresses set forth below. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received five days following the date of deposit.

#### **AGENCY:**

FAIRFIELD

Julie Lucido, Director of Public Works  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

STA

Daryl K. Halls, Executive Director  
One Harbor Center, Suite 130  
Suisun City, CA 94585

#### **H. Prior Agreements and Amendments**

This Agreement represents the entire agreement of the Parties with respect to the subject matter described herein, and no representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

#### **I. Severability**

If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

#### J. Compliance with all Laws

The Parties shall observe and comply with all applicable federal, state and local laws, ordinances, and codes including those of the Federal Highway Administration (FHWA).

#### K. Non-Discrimination Clause

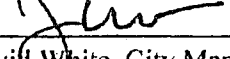
1. During the performance of this Agreement, the Parties and their subcontractors shall not deny any benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. Each Party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated pursuant to it (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

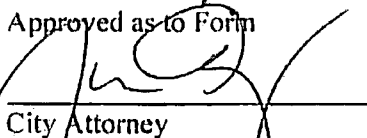
#### L. Access to Records and Retention

All Parties, acting through their duly authorized representative, as well as any federal or state transit agency, the State Controller, the Comptroller General of the United States, and the duly authorized representatives of any of the Parties, shall have access to any books, documents, papers and records of any Party which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

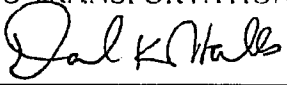
The Parties have executed this Agreement on the day and year last written below.

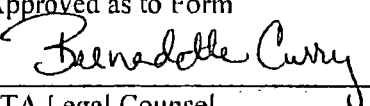
CITY OF FAIRFIELD

By:   
David White, City Manager *ds*  
Date: 5-29-18

Approved as to Form  
  
City Attorney

SOLANO TRANSPORTATION AUTHORITY

By:   
Daryl K. Halls, Executive Director  
Date: 5/31/18

Approved as to Form  
  
STA Legal Counsel